

## Terms & Conditions

These are the terms and conditions of the compliance scheme operated by WeeeCare Plc. Any organisation that joins the WeeeCare Scheme as a member agrees to comply with these terms and conditions.

### 1. Members Information Provision

- a. On becoming a scheme member, each company shall provide WeeeCare with the data required on the application form.
- b. No later than 14 days following the end of each calendar quarter the scheme member shall provide WeeeCare with details of its invoiced sales of EEE in the UK in the format of the data table in the application form.
- c. If the scheme member carries out any collection or treatment of WEEE in any compliance period, it shall provide data on this in the format of the data table in the application form no later than 14 days after the end of the compliance period.
- d. Should any material changes to the information provided to WeeeCare occur, the scheme member shall notify WeeeCare within 28 days of the changes occurring.
- e. All data provided to WeeeCare shall be verified, by a Director of the scheme member company or by a Partner where the scheme member is a Partnership, as being as accurate as reasonably possible.
- f. Records of all information supplied to WeeeCare will be kept by the scheme member for a period of not less than 4 years, as required by the Regulations.

### 2. Members Payments

- a. The scheme member shall pay WeeeCare the appropriate annual Environment Agency fee and WeeeCare application fee before registration with the Environment Agency can be made. This will normally be before 15 October of the year prior to the compliance period, although this may be deferred at our discretion.
- b. Any member joining WeeeCare after the start of a compliance period shall pay the whole of the Agency fee and application fee for that compliance period. The fees shall accompany the application.
- c. Charges for collection, treatment, recycling, recovery and environmentally sound disposal of obligated WEEE will be invoiced to the member quarterly and payment shall be within 30 days of invoice.
- d. Where charges are calculated based on EEE placed on the market in the previous compliance period, they are invoiced after data has been submitted by the member to WeeeCare, and are due to be paid 30 days after the date of the invoice.
- e. "WeeeCare reserve the right to alter proforma costs from time to time as deemed necessary."
- f. WeeeCare reserves the right to charge the scheme member for any additional costs of credit control, bank charges and interest charges (at 3% over Barclays Bank rate) relating to overdue members payments of any type.
- g. "WeeeCare reserve the right to charge the scheme member for delays in submitting mandatory sales data."

### 3. Membership Period

- a. The application fee covers one compliance period and is renewable on the 1st April in the following year.
- b. In the event that scheme members wish to withdraw from the scheme they shall give WeeeCare notice in writing by 15 July preceding the anniversary of the current membership period.  
No fees are refundable.
- c. Membership of WeeeCare will be automatically renewed if notice has not been given by the scheme member.
- d. In the event that a scheme member falls 90 days (or more) in arrears with the payment of any fee, membership will be terminated as soon as allowed by the Regulations. Reimbursement of any outstanding fees or charges will be sought through appropriate methods.

### 4. Compliance

Scheme members shall comply with all the obligations of the Regulations as they apply to Producers who place EEE on the UK market. Scheme members shall also comply with Constitution and the Terms and Conditions published by WeeeCare; at the total discretion of WeeeCare these may be updated from time to time with the current edition being posted on the weecare.com website.

### 5. Definitions

- "Application Form" - The application form and any attachments signed by the Member and WeeeCare.
- "Compliance Period" – compliance periods are calendar years.
- "Environment Agency" - The Environment Agency of England and Wales, The Scottish Environmental Protection Agency or Heritage & Environmental Services of Northern Ireland.
- "Environment Agency Fee" – the annual producer charge shown in Regulation 45(2) (as amended).
- "Producer" - any person who, irrespective of the selling technique used,
- (a) manufactures and sells electrical and electronic equipment under his own brand;
  - (b) resells under his own brand equipment produced by other suppliers;
  - (c) imports or exports electrical and electronic equipment on a professional basis into a member State;
- "Regulations" - The Waste Electrical and Electronic Equipment Regulations 2006, and any subsequent amendments.
- "WEEE" – Waste Electrical and Electronic Equipment as defined by the Regulations
- "WeeeCare" - The WEEE producer compliance Scheme operated by WeeeCare plc.